

that such Party or Signatory shall reimburse EUTELSAT for any payment by EUTELSAT to third parties for the exercise of this right of disclosure;

- (ii) grant licence to any Party or Signatory to disclose or have disclosed to other persons within the jurisdiction of a Party and to use, authorize and have authorized those other persons to use such intellectual property. Where such use is connected with the EUTELSAT Space Segment or accessing earth stations, the licence shall be without payment; and where the use is for another purpose, the licence shall be on fair and reasonable terms and conditions to be settled between the user and EUTELSAT or other owner of the intellectual property or any other authorized entity or person having a proprietary interest therein, except that such Party or Signatory shall reimburse EUTELSAT for any payment by EUTELSAT to third parties for the right to grant such licence.
- (g) EUTELSAT shall keep each Party and Signatory which so requests informed of the availability and general nature of all intellectual property which is disclosed to it under subparagraph i) of paragraph c) or subparagraph i) of paragraph f) of this Article.
- (h) The disclosure and use, and the terms and conditions of disclosure and use, of all intellectual property in which EUTELSAT has acquired rights shall be on a non-discriminatory basis as between Parties and Signatories, and other persons to whom rights may be granted or disclosures made pursuant to this Article.

#### Article 19 *Liability*

- (a) Neither EUTELSAT, nor any Signatory nor, when performing his functions within the limits of his authority, any employee of any of them nor any representative in meetings of EUTELSAT, shall be liable to any Party or to any Signatory or to EUTELSAT, because

of any interruption, delay or malfunctioning of telecommunications services provided or to be provided under the Convention or the Operating Agreement, nor shall any actions for damages be brought against them because of such interruption, delay or malfunctioning.

- (b) A Signatory, or an employee of EUTELSAT or of a Signatory who has acted within the framework and limits of his authority, who, by the final judgement of a competent tribunal or under a settlement approved by the Board of Signatories, has been found liable for any activity undertaken by or on behalf of EUTELSAT under the Convention or the Operating Agreement, shall be reimbursed by EUTELSAT in respect of any claim, including costs and expenses, that the Signatory or the person concerned has to discharge.

If payment has not already been made, EUTELSAT shall make settlement here in place of the Signatory or person concerned.

- (c) If a claim is brought against a Signatory or any such employee, it or he shall, as a condition of reimbursement under paragraph b) of this Article, immediately notify EUTELSAT in order to give it the opportunity to advise and recommend on the means of defence, or to propose a settlement of the dispute and, if permitted by the law of the jurisdiction in which the claim is brought, to join in the proceeding or to stand in the place of the Signatory or of the employee concerned.

#### Article 20 *Settlement of Disputes*

- (a) All disputes arising between Signatories or between EUTELSAT and a Signatory or Signatories in connection with the interpretation or application of the Operation Agreement, shall be submitted to arbitration in accordance with Annex B to the Convention if not otherwise settled within one year from the time a Signatory or EUTELSAT has notified the other party to the dispute its intention to settle such a dispute amicably.